

FEDERAL ELECTION COMMISSION

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 In the Matter of
 Dear 2000, Inc.

MUR 5180

AFFIDAVIT

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 COUNTY OF KINGS)
): SS
 STATE OF NEW YORK)

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 FEDERAL ELECTION
 COMMISSION
 OFFICE OF GENERAL
 COUNSEL
 2003 MAY -1 A 10:14

Jerry Greenwald, being duly sworn, deposes and says:

1) I am the Chief Executive Officer of The Jewish Press, Inc., and submit this affidavit in response to a finding dated March 31, 2003 that there is reason to believe the Jewish Press, Inc., violated a provision of the Federal Election Campaign Act of 1971 in connection with advertising regarding the Dear 2000 congressional campaign ("Finding").

2) In this affidavit I will try to clarify some questions raised in the Factual and Legal Analysis ("Analysis") that accompanied the Finding and served as the basis for it.

3) Initially, I note that the Analysis is based solely on material I provided in my Affidavit of May 16, 2002 and the attachments thereto. I further note that that Affidavit was submitted in response to an investigatory subpoena and that we were advised that we were not a target of the inquiry but only an evidentiary resource. Thus, I carefully limited my remarks to responses to the questions posed in the subpoena and in no way attempted to provide any explanation or gloss. I was advised by counsel to The Jewish Press that the FEC attorney assigned to this matter was so advised and that we were told that if any further information was required of us, we would be so informed. However,

the only subsequent request we received was for a second copy of a previously provided document which had apparently been misplaced and with which we promptly complied.

4) In any event, I will attempt to address the issues raised by the Analysis. It is unclear and welcome the opportunity to respond to specific questions the FEC may have concerning them.

Non-Payment

5) The Finding appears to be principally based upon the fact that The Jewish Press, Inc. never received payment for eight advertisements and that ipso facto points to a prohibited contribution. In point of fact, the reason we did not get paid for the ads was that the Dear Campaign ultimately refused to pay for them and not because of any intent on our part to contribute to that campaign. We were repeatedly assured that we would be paid and as we regularly do, we relied on such representations. In addition, we were told that the campaign was judgement proof and we did not pursue the matter of payment in the courts. I also note that no ads appeared in our paper for Noach Dear's 2002 New York State Senate race although we were repeatedly importuned by him for such insertions. However, it was precisely because of our experience with Dear 2000 that we insisted on prepayment for any future ads having to do with any candidacy of his. He refused such an arrangement and no ads were accepted.

Invoices

6) The Analysis cites the fact that invoices submitted were undated and that two sets of invoices were submitted. First, our invoices to advertisers are never dated as per date of mailing. Rather, the only dates appearing recite the dates of insertion.

Second, the initial set of invoices reflected a discounted rate for prompt payment, something consistent with our customary practice. The second set, reflected a non-discounted rate which were generated because payment was not timely made.

Receipt of Invoices

7) The Analysis notes some internal confusion within the Dear 2000 campaign about who would have directly received the bills. I cannot speak to this, but can state that our records show that the invoices were sent to the Dear 2000 campaign at 4702 16th Avenue, in Brooklyn, which we believed to be the campaign headquarters.

Placement of the Ads

8) The Analysis recites that the campaign's treasurer testified that he made an inquiry of our staff to learn who placed the ads but that we could not give him an answer. I would appreciate learning who was spoken to so that we may follow up. I have not been able to identify anyone in this regard.

In any event, as the accompanying Affidavit of the Jewish Press Advertising Manager indicates, he was the contact person for the ads and spoke repeatedly with Harris Leitstein, the campaign manager, and Noach Dear, the candidate, in connection with the ad placements.

9) In sum, we were done out of a considerable amount of money and were guilty only of allowing ourselves to be victimized. We were victims here, not collaborators in a violation of the law.

10) I have tried to respond to what I believe to be what the Commission is interested in and I have done so to the best of my ability. If the Commission requires further information or

particular support for any of the aforesaid, please let me know.

Respectfully submitted,


Jerry Greenwald

Sworn to before me this
30th day of April 2003.

DENNIS RAPPS
Notary Public, State of New York
No. 24-4508354
Qualified in Kings County
Commission Expires June 30, 1999



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